

1 BILL NO. S-89-10-19

2 SPECIAL ORDINANCE NO. S-169-89

3 AN ORDINANCE approving  
4 Contract FOR RESOLUTION #6131-  
5 89, WATER CONSTRUCTION  
6 MAINTENANCE STREET CUTS - PKG.  
7 XII between TOMCO CONSTRUCTION  
8 COMPANY and the City of Fort  
9 Wayne, Indiana, in connection  
10 with the Board of Public Works  
11 and Safety.

12 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
13 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

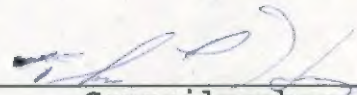
14 SECTION 1. That the Contract FOR RESOLUTION  
15 #6131-89, WATER CONSTRUCTION MAINTENANCE STREET CUTS - PKG.  
16 XII by and between TOMCO CONSTRUCTION COMPANY and the City  
17 of Fort Wayne, Indiana, in connection with the Board of  
18 Public Works and Safety, is hereby ratified, and affirmed  
19 and approved in all respects, respectfully for:

20 the improvement and  
21 restoration of various street  
22 cuts made by the Water  
23 Construction Maintenance  
24 Department at thirty locations  
25 in NE and NW sections of Fort  
26 Wayne;

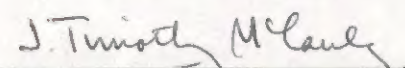
27 involving a total cost of Twenty-One Thousand Nine Hundred  
28 Thirty and no/100 Dollars (\$21,930.00).

29 SECTION 2. Prior Approval has been requested from  
30 Common Council on September 5, 1989. Two copies of said  
31 Contract are on file with the Office of the City Clerk and  
32 made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full  
force and effect from and after its passage and any and all  
necessary approval by the Mayor.

33   
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



CONTRACT NO. 6131-89  
WATER CONSTRUCTION MAINTENANCE DEPT. STREET CUTS- PKG. XII

BOARD ORDER NO. 64-89

WORK ORDER NO. 10,787

THIS CONTRACT made and entered into in triplicate this 4th day of October, 1989, by and between TOMCO CONSTRUCTION CO., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RES. NO. 6131-89 WATER CONSTRUCTION MAINTENANCE DEPT. STREET CUTS - PKG. XII

all according to RES. NO. 6131-89, Drawing No.           , Sheets           , and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 21,930.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department



of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-



tion of construction or upon request of the Office of Compliance.

#### ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 6131-89.
- b. Instructions to Bidders for Contract No. 6131-89.
- c. Contractor's Proposal Dated 8/23/89.
- d. Ft. Wayne Engr. Dept. Drawing # --.
- e. Supplemental Specifications for Contract No. 6131-89.
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Committment Form.
- o. \_\_\_\_\_
- p. \_\_\_\_\_

#### ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

#### ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.



**ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

**ARTICLE 12: COMPLETION DATE**

The CONTRACTOR agrees to complete the work specified in the contract within 10/31/89 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

**ARTICLE 13: COUNCILMANIC APPROVAL**

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

**ARTICLE 14:**

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: David M. Newell  
DAVID M. Newell, President

BY: Judy Furbering  
\_\_\_\_\_, Secretary



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

TOMCO, INC.

(Name of Contractor)

FORT WAYNE, IN

(Address of Contractor)

a corporation hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and The Continental Insurance Company  
(Name of Surety)

180 Maiden Lane, New York, NY 10038

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Twenty one thousand, nine hundred thirty and no/100ths dollars (\$ 21,930.00) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 30th day of August, 19 89, for construction of:

Street Cut restoration #12-89, per Board of Public Works and Safety Resolution  
#6131-89

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be



PERFORMANCE BOND -- Page 2

referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. N/A Sheet No. N/A. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the



PERFORMANCE BOND -- Page 3

Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in two  
\_\_\_\_\_ counterparts, each one of which shall be  
(number)

deemed an original, this 7th day of September, 1989.

ATTEST:

Jacobs W. Fink  
(Principal) Secretary

TOMCO, INC.

(Principal)

BY: Thomas W. [Signature] (S)  
President

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
The Continental Insurance Company  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL) YASTE, ZENT & RYE AGENCY, INC.

By: Gerald A. Doble  
Witness as to Surety

BY: [Signature]  
Attorney-in-Fact

P. O. Box 1367, Fort Wayne, IN 46801  
(Address)

P. O. Box 1367, Fort Wayne, IN 46801  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contract is Partnership, all partners should execute bond.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

TOMCO, INC.

(Name of Contractor)

FORT WAYNE, IN

(Address of Contractor)

a corporation, hereinafter called Principal  
(Corporation, Partnership, or Individual)

and The Continental Insurance Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of ~~Twenty one thousand, nine hundred~~ thirty and no/100ths (Dollars (\$ 21,930.00)) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 30th day of August, 1989, for the construction of:

Street Cut restoration #12-89, per Board of Public Works and Safety Resolution

#6131-89

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. N/A Sheet No. N/A. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and



PAYMENT BOND -- Page 2

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in two  
(number)  
counterparts, each one of which shall be deemed an original,  
this 7th day of September, 1989.

ATTEST:

*Joseph W. Frick*  
(Principal) Secretary

(SEAL)

TOMCO, INC.

Principal

By *T. Thomas* (S)  
President

*Paul M. Reed*  
Witness as to Principal

Fort Wayne, IN  
(Address)

(Address)

The Continental Insurance Company  
Surety

ATTEST: Yaste, Zent & Rye Agency, Inc. By: *Donna H. B. [Signature]*  
Authorized Agents Attorney-in-Fact  
(Surety)

(SEAL)



PAYMENT BOND -- Page 3

Gerald A. Dahl

Witness as to Surety

P. O. box 1367, Fort Wayne, IN 46801

(Address)

P. O. box 1367, Fort Wayne, IN 46801

(Address)

NOTE: Date of Bond must not be prior to Date of Contract.  
If contractor is Partnership, all partners should  
execute bond.

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

BEFORE ME, a Notary Public, in and for said State, personally  
appeared Thomas W. Fishing, President, TOMCO, INC.  
(Name) (Title)

and Donald T. Belbutowski, Attorney in fact  
(Name) (Title)

of Continental Insurance Company and

~~Attorney in Fact~~ for said Continental Insurance Company  
as surety, with both of whom I am personally acquainted, and  
acknowledge that they subscribed their signatures to the above  
and foregoing bond, in their respective official capacities of  
aforesaid.

SUBSCRIBED TO, BEFORE ME, A NOTARY PUBLIC, THIS 7th DAY OF  
September, 19 89

Diane T. Green  
NOTARY PUBLIC  
A Resident of Huntington County, IN

Diane T. Green

Type or Print Name of Notary

My Commission Expires:

12/15/89



# The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.


Attest:



T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By



Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY }

COUNTY OF MIDDLESEX }

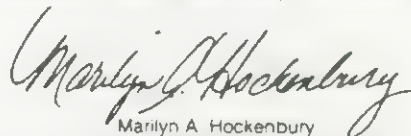
ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

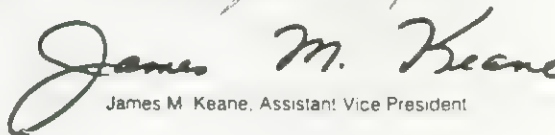
  
Marilyn A. Hockenbury  
A Notary Public of New Jersey  
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the

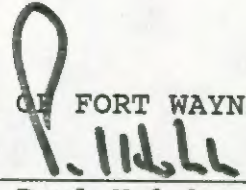
1 day of Sept, 1984



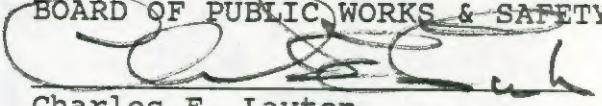
  
James M. Keane, Assistant Vice President

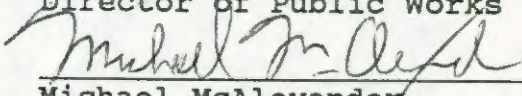


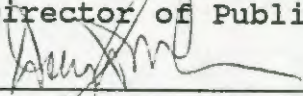
CITY OF FORT WAYNE, INDIANA

BY:   
Paul Helmke, Mayor

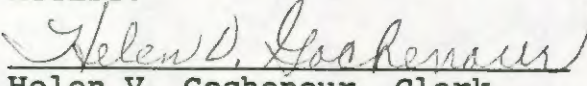
BOARD OF PUBLIC WORKS & SAFETY

  
Charles E. Layton  
Director of Public Works

  
Michael McAlexander  
Director of Public Safety

  
Douglas M. Lehman  
Director of Administration &  
Finance

ATTEST:

  
Helen V. Gochenour, Clerk



Read the first time in full and on motion by Henry, seconded by Bradbury, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 10-10-89.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Schmidt, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

|             | AYES     | NAYS | ABSTAINED | ABSENT |
|-------------|----------|------|-----------|--------|
| TOTAL VOTES | <u>9</u> |      |           |        |
| BRADBURY    | <u>✓</u> |      |           |        |
| BURNS       | <u>✓</u> |      |           |        |
| EDMONDS     | <u>✓</u> |      |           |        |
| GIAQUINTA   | <u>✓</u> |      |           |        |
| HENRY       | <u>✓</u> |      |           |        |
| LONG        | <u>✓</u> |      |           |        |
| REDD        | <u>✓</u> |      |           |        |
| SCHMIDT     | <u>✓</u> |      |           |        |
| TALARICO    | <u>✓</u> |      |           |        |

DATED: 10-24-89.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) \_\_\_\_\_ (APPROPRIATION) \_\_\_\_\_ (GENERAL) \_\_\_\_\_

(SPECIAL) (ZONING MAP) \_\_\_\_\_ ORDINANCE RESOLUTION NO. S-169-89.

on the 24th day of October, 1989,

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 1989 at the hour of 11:30 o'clock 7 .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of October, 1989, at the hour of 3:00 o'clock P .M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



TITLE OF ORDINANCE Contract for Res. #6131-89, Water Construction  
Maintenance Street Cuts - Pkg. XIIDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE Contract for Resolution #6131-89, Water Construction  
Maintenance Department Street Cuts Package XII is for the  
improvement and restoration of various street cuts made by the Water  
Construction Maintenance Department at thirty locations in NE and NW  
sections of Fort Wayne. Tomco Construction is the contractor.PRIOR APPROVAL RECEIVED ON 9/5/89*89-10-19*EFFECT OF PASSAGE Restored street conditions at 30 locations in NE & NW  
sections of Fort Wayne.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$21,930.00

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-89-10-19

REPORT OF THE COMMITTEE ON CITY UTILITIES

THOMAS C. HENRY, CHAIRMAN  
MARK E. GIAQUINTA, VICE CHAIRMAN  
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
FOR RESOLUTION #6131-89, WATER CONSTRUCTION MAINTENANCE STREET  
CUTS - PKG. XII between TOMCO CONSTRUCTION COMPANY and the  
City of Fort Wayne, Indiana, in connection with the Board  
of Public Works and Safety

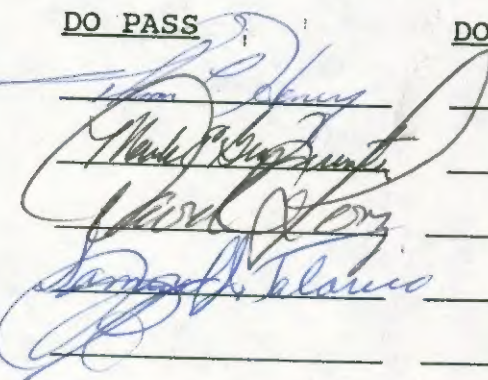
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

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DATED: 10-24-89.

Sandra E. Kennedy  
City Clerk